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FILED IN THE U.S. DISTRICT COURT EASTERN DISTRICT OF WASHINGTON

Jun 26, 2020

SEAN F. MCAVOY, CLERK

UNITED STATES DISTRICT COURT EASTERN DISTRICT OF WASHINGTON

ENGIE INSIGHT SERVICES, INC., doing business as Engie Impact, formerly doing business as Ecova, Inc.,

Plaintiff,

v.

CINDY MARIE STANNARD,

Defendant.

NO: 2:20-CV-234-RMP

STIPULATED PRELIMINARY INJUNCTION

STIPULATED PRELIMINARY INJUNCTION

WHEREAS, on June 23, 2020, Plaintiff ENGIE Insight Services Inc., d/b/a ENGIE Impact ("ENGIE Impact") filed a Motion for Temporary Restraining Order and Preliminary Injunction (the "TRO Motion");

WHEREAS, on June 25, 2020, Defendant turned over to a courier hired by ENGIE Impact the following company-issued devices (the "Company Devices"), the return of which was part of the requested relief sought by the TRO Motion: (a)

STIPULATED PRELIMINARY INJUNCTION ~ 1

ThinkPad laptop with tag SPO170519-L; (2) black iPhone XR; and (3) iPad with tag 190971;

WHEREAS, the TRO Motion is currently scheduled for a telephonic hearing on June 29, 2020, at 10:00 a.m.; and

WHEREAS, the parties now wish to stipulate to the issuance of a Stipulated Preliminary Injunction as set forth herein and agree to request the Court so order:

THEREFORE, the parties stipulate and agree as follows:

- 1. <u>Scope of Application</u>. This Stipulated Preliminary Injunction applies to Defendant Cindy Marie Stannard and any persons or entities in active concert or participation with her who receive notice of this Stipulated Preliminary Injunction after its entry by the Court.
- 2. <u>Duration</u>. This Stipulated Preliminary Injunction shall remain in effect until such time as the Court modifies or dissolves it.
- 3. Non-Disclosure. Stannard shall comply with the non-disclosure obligations in the Confidentiality, Non-Solicitation, and Invention Assignment Agreement (hereafter the "NDA") attached hereto as Appendix A. Specifically, Stannard, and any person in active concert or participation with her, are enjoined from disclosing any "Confidential Information," as that term is defined in Paragraph 1 of the NDA, to others or from using the Confidential Information for her own benefit or for the benefit of others.

- 4. <u>Preservation of Information/Accounting</u>. Stannard is directed to preserve, but not access, any Confidential Information of ENGIE Impact that was not on the Company Devices and that remains in her possession, custody, or control. Within five business days of this Order, Stannard shall provide ENGIE Impact with a written accounting of this Confidential Information, if any, or provide a written statement that no Confidential Information remains in her possession, custody, or control.
- 5. <u>Cooperation</u>. If Stannard reports that ENGIE Impact Confidential Information remains in her possession, custody, or control under Paragraph 4 of this Order, she is to cooperate with ENGIE Impact in taking any other appropriate and reasonable steps to allow ENGIE Impact to recover the Confidential Information in a manner that preserves the Confidential Information while removing it from Stannard's continued possession, custody, and control.
- 6. <u>Further Injunctive Relief</u>. If necessary, this Stipulated Preliminary Injunction may be enforced by seeking relief from this Court by way of a motion for contempt for breach.
- IT IS SO ORDERED. The District Court Clerk is directed to enter this Order and provide copies to counsel.

DATED June 26, 2020.

s/Rosanna Malouf Peterson
ROSANNA MALOUF PETERSON
United States District Judge